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**Richards and Conover Steel Company and United Steel Workers of America, AFL-CIO.** Cases 17-CA-20359, 17-CA-20468, and 17-CA-20468-2

August 10, 2000

**DECISION AND ORDER**

BY CHAIRMAN TRUESDALE AND MEMBERS HURTGEN  
AND BRAME

Upon charges and amended charges filed by the Union on October 7, and December 20, 1999, January 13, January 18, and February 17, 2000, the General Counsel of the National Labor Relations Board issued a complaint on January 18, 2000, in Case 17-CA-20359, and a consolidated complaint on March 30, 2000, in Cases 17-CA-20359, 17-CA-20468, and 17-CA-20468-2, against Richards and Conover Steel Company, the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. On January 27, 2000, the Respondent filed an answer to the original complaint in Case 17-CA-20359.

On February 18, 2000, the Honorable Frank W. Kroger, Bankruptcy Judge in the United States Bankruptcy Court of the Western District of Missouri, issued an Order Granting Emergency Motion for Appointment of Interim Trustee Pursuant to 11 U.S.C. § 303(g) in the matter of Richards and Conover Steel Company, Case 00-40521-1. On February 22, 2000, Judge Kroger issued an Order for Relief, ordering that an order for relief under Chapter 7 of the Bankruptcy Code be entered in the case.

On May 30, 2000, the General Counsel filed a Motion for Summary Judgment with the Board. On June 1, 2000, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint and consolidated complaint affirmatively note that unless an answer is filed within 14 days of service, all the allegations in the complaint and consolidated complaint will be considered admitted.

By letters dated May 10 and 23, 2000, the Chapter 7 Bankruptcy Trustee for the Respondent, Robert A.

Pummill, informed the General Counsel that he confessed judgment in the case, that he was consenting to the entry of a judgment pursuant to the consolidated complaint, and that he wished to withdraw the answer previously filed by the Respondent on January 27, 2000, in response to the original complaint in Case 17CA-20359. Such a withdrawal of an answer has the same effect as a failure to file an answer, i.e., the allegations in the consolidated complaint must be considered to be true.<sup>1</sup>

Accordingly, based on the withdrawal of the Respondent's answer, and the Bankruptcy Trustee's consent to the entry of a judgment pursuant to the consolidated complaint, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent, a corporation, with an office and place of business in Kansas City, Missouri, has been engaged in the fabrication, processing, and distribution of steel and steel products. During the 12-month period ending December 31, 1999, the Respondent, in conducting its business operations, purchased and received at its facilities goods valued in excess of \$50,000 directly from points outside the State of Missouri. During the 12-month period ending December 31, 1999, the Respondent, in conducting its business operations, sold and shipped from its facilities goods valued in excess of \$50,000 directly to points outside the State of Missouri. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

All production and maintenance employees at the Respondent's steel warehouse, 6333 St. John Avenue, Kansas City, Missouri, 64123, and the rolling division, 2193 Manchester Trafficway, Kansas City, Missouri, 64123, excluding the manager, supervisory personnel, office employees, and truckdrivers (the unit), constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

For more than 20 years, the Union has been the designated exclusive collective-bargaining representative of the unit and at all material times the Union has been rec-

<sup>1</sup> See *Maslin Transport*, 274 NLRB 529 (1985). Although the motion notes that the Respondent is in bankruptcy, it is well established that the institution of bankruptcy proceedings does not deprive the Board of jurisdiction or authority to entertain and process an unfair labor practice case to its final disposition. *Phoenix Co.*, 274 NLRB 995 (1985). Board proceedings fall within the exception to the automatic stay provisions for proceedings by a governmental unit to enforce its police or regulatory powers. See *id.*, and cases cited therein.

ognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from April 1, 1999, to April 1, 2002.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

On or about September 17, 1999, the Respondent laid off its employee Chester Williams. The Respondent engaged in this conduct because Chester Williams engaged in union and protected concerted activities and to discourage employees from engaging in these activities.

On or about July 23, 1999, the Union requested that the Respondent bargain collectively about the effects on unit employees of the sale or potential sale of the Respondent's rolling division and steel warehouse.

Since on or about July 23, 1999, the Respondent failed to give the Union timely notice of the sale of its rolling division on or about August 17, 1999, and the layoff of certain unit employees; the Respondent failed to give timely notice to the Union of the layoff of certain unit employees in or about September 1999, and about December 7, 1999, and the sale or closure of its steel warehouse on or about December 7, 1999.

Since on or about July 23, 1999, the Respondent has failed and refused to bargain collectively with the Union concerning the subjects set forth above. These subjects relate to the wages, hours, and other terms and conditions of employment of the unit, and are mandatory subjects for the purposes of collective bargaining.

Since on or about August 20, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by selecting the following senior employees for layoff from the rolling division: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, and James Patrick; and by refusing to permit these employees to bump less senior employees in the warehouse, the Respondent has abrogated material portions of article VI of the agreement.

Since on or about August 20, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 agreement by refusing to pay vacation pay and severance pay to unit employees, and has thereby abrogated material portions of articles XI and XVII of the agreement.

Since on or about September 15, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 agreement by refusing to permit the Union to submit to arbitration grievances concerning the Respondent's actions regarding the layoff of employees Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, and James Patrick, and the refusal to let these employees bump less senior employees in the warehouse, and the Respondent has thereby abrogated material portions of article XIII of the agreement.

Since on or about September 17, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 agreement by selecting the following senior employees for layoff from the steel warehouse: James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams; and by refusing to permit these employees to bump less senior employees in the warehouse, the Respondent has thereby abrogated material portions of article VI of the agreement.

Since on or about October 7, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 agreement by refusing to permit the Union to submit to arbitration grievances concerning the Respondent's actions regarding the layoff of employees James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams, and the refusal to let these employees bump less senior employees in the warehouse, and the Respondent has thereby abrogated material portions of article XIII of the agreement.

Since on or about October 1, 1999, the Respondent has failed to continue in effect all the terms and conditions of the 1999–2002 agreement by refusing to grant to unit employees wage increases set forth in the agreement, and the Respondent has thereby abrogated material portions of article IX of the agreement.

In or around late December 1999, the Respondent failed to continue in effect all the terms and conditions of the 1999–2002 agreement by not paying to unit employees the Christmas bonuses set forth in the agreement, and the Respondent has thereby abrogated material portions of article XI of the agreement.

The Respondent engaged in the conduct described above without the Union's consent.

The terms and conditions of employment described above are mandatory subjects for the purposes of collective bargaining.

On or about November 10, 1999, the Union, by letter, requested that the Respondent furnish the Union with "copies of all documents regarding the purchase/sales agreement of the rolling division, along with any separate conditions and/or understandings written or verbal, reached between the seller and the buyer. In addition, this request should include a copy of any and all personal notes, either printed or handwritten, made or taken by or on behalf of Respondent in connection with the sale of the rolling division."

The information requested by the Union is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

Since on or about November 10, 1999, the Respondent has failed and refused to furnish the Union with the information requested.

## CONCLUSIONS OF LAW

1. By laying off employee Chester Williams because he engaged in union and protected concerted activities, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act, has discriminated in regard to hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization, and has therefore engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) of the Act.

2. In addition, by failing (1) to bargain collectively with the Union about the effects on the unit employees of the sale of the Respondent's rolling division and steel warehouse; (2) to give timely notice to the Union of the sale of the Respondent's rolling division on or about August 17, 1999, and the layoff of certain unit employees, the layoff of certain unit employees in or about September 1999 and about December 7, 1999, and the sale or closure of its steel warehouse on or about December 7, 1999; (3) to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by laying off certain employees, refusing to allow those employees to bump less senior employees, refusing to permit the Union to submit to arbitration grievances concerning these actions, and refusing to pay vacation and severance pay, wage increases and Christmas bonus to unit employees pursuant to the 1999–2002 collective-bargaining agreement; and (4) to provide the Union with requested information that is necessary and relevant to the Union's performance of its duties, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(1) and (3) by laying off employee Chester Williams, we shall order the Respondent to offer the discriminatee full reinstatement to his former job, or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed, and to make him whole for any loss of earnings and other benefits suffered as a result of the discrimination against him. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The Respondent

shall also be required to expunge from its files any and all references to the unlawful layoff, and to notify the discriminatee in writing that this has been done.

In addition, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing since July 23, 1999, to bargain collectively with the Union about the effects on the unit employees of the sale of the Respondent's rolling division and steel warehouse, to give timely notice to the Union of the sale of the Respondent's rolling division on or about August 17, 1999, and the layoff of certain unit employees, the layoff of certain unit employees in or about September 1999 and about December 7, 1999, and the sale or closure of its steel warehouse on or about December 7, 1999, we shall order the Respondent to, on request, bargain with the Union concerning the effects of its decision to sell its business.

Further, we shall accompany our bargaining order with a limited backpay requirement designed both to make whole the employees for losses they may have suffered as a result of the failure to bargain about such effects and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the Respondent. Meaningful bargaining cannot be assured until some measure of economic strength is restored to the Union. A bargaining order alone, therefore, cannot serve as an adequate remedy for the unfair labor practices committed. We shall, accordingly, order the Respondent to pay backpay to the terminated employees in a manner similar to that required in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).<sup>2</sup> If employees have been terminated as a result of the sale, backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

In addition, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by (1) selecting the following senior employees for layoff from the rolling division: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker,

<sup>2</sup> See also, *Live Oak Skilled Care & Manor*, 300 NLRB 1040 (1990). In *Transmarine*, the Board ordered an employer that had unlawfully refused to bargain over the effects of its plant closure to, inter alia, pay unit employees at their normal rate of pay beginning 5 days after the Board's decision until the first of four events: (1) an effects bargaining agreement was reached; (2) a bona fide impasse in bargaining was reached; (3) the Union failed to timely request or commence bargaining; or (4) the Union failed to bargain in good faith. *Id.* The Board further specified that "in no event shall this sum be less than the employees would have earned for a 2-week period at the rate of their normal wages when last in the Respondent's employ." *Id.*

As the complaint and motion do not allege the actual impact, if any, of the sale of its business on the employees, we shall permit the Respondent to contest the appropriateness of such a *Transmarine* backpay remedy at the compliance stage. See *Creative Woodworking*, 313 NLRB 1241 (1994).

and James Patrick; and by refusing to permit these employees to bump less senior employees in the warehouse, thereby abrogating material portions of article VI of the agreement; (2) refusing to permit the Union to submit to arbitration grievances concerning the Respondent's actions described above regarding the layoff of employees Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, and James Patrick, and the Respondent has thereby abrogated material portions of article XIII of the agreement; (3) selecting the following senior employees for layoff from the steel warehouse: James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams; and by refusing to permit these employees to bump less senior employees in the warehouse, thereby abrogating material portions of article VI of the agreement; (4) refusing to submit to arbitration grievances concerning the Respondent's actions described above regarding the layoff of employees James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams, thereby abrogating material portions of article XIII of the agreement; (5) failing to pay vacation pay and severance pay to unit employees, thereby abrogating articles XI and XVII of the agreement; (6) refusing to grant to unit employees wage increases set forth in the agreement, thereby abrogating material portions of article XI of the agreement; and (7) not paying the Christmas bonuses to unit employees set forth in the agreement, thereby abrogating material portions of article XI of the agreement, we shall order the Respondent to honor and comply with the terms of the 1999–2002 collective-bargaining agreement, and to make the unit employees whole for any loss of earnings attributable to its unlawful conduct. Backpay shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), *enfd.* 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, *supra*.

Further, having found that the Respondent has failed to provide the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union the information requested.

Finally, in view of the fact that the Respondent's facilities have been sold, we shall order the Respondent to mail a copy of the attached notice to the Union and to the last known addresses of its former employees in order to inform them of the outcome of this proceeding.

#### ORDER

The National Labor Relations Board orders that the Respondent, Richards and Conover Steel Company, Kansas City, Missouri, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Laying off employees because they engage in union and protected concerted activity.

(b) Failing and refusing to bargain collectively with the Union about the effects on the unit employees of the sale of the Respondent's rolling division and steel warehouse.

(c) Failing to give timely notice to the Union of the sale of the Respondent's rolling division on or about August 17, 1999, and the layoff of certain unit employees, the layoff of certain unit employees in or about September 1999 and about December 7, 1999, and the sale or closure of its steel warehouse on or about December 7, 1999.

(d) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by selecting the following senior employees for layoff from the rolling division: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, and James Patrick; and by refusing to permit these employees to bump less senior employees in the warehouse, thereby abrogating material portions of article VI of the agreement.

(e) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by selecting the following senior employees for layoff from the steel warehouse: James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams; and refusing to permit these employees to bump less senior employees in the warehouse, thereby abrogating material portions of article VI of the agreement.

(f) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by refusing to permit the Union to submit to arbitration grievances concerning the Respondent's actions regarding the layoff of employees Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams, and refusing to let these employees bump less senior employees in the warehouse, thereby abrogating material portions of article XIII of the agreement.

(g) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by refusing to pay vacation pay and severance pay to unit employees, thereby abrogating material portions of articles XI and XVII of the agreement.

(h) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by refusing to grant wage increases set forth in the agreement to unit employees, thereby abrogating material portions of article IX of the agreement.

(i) Failing to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement, without the Union's consent, by not paying the Christ-

mas bonuses set forth in the agreement to unit employees, thereby abrogating material portions of article XI of the agreement.

(j) Failing to provide the Union copies of all documents regarding the purchase/sales agreement of the rolling division, along with any separate conditions and/or understandings, written or oral, reached between the seller and the buyer, and a copy of any and all personal notes, either printed or handwritten, made or taken by or on behalf of Respondent in connection with the sale of the rolling division.

(k) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer Chester Williams full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Chester Williams whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, less interim earnings, plus interest, in the manner set forth in the remedy section of the decision.

(c) Within 14 days from the date of this Order, remove from its files any reference to the unlawful layoff of Chester Williams, and within 3 days thereafter notify him in writing that this has been done and that the layoff will not be used against him in any way.

(d) On request, bargain with the Union concerning the effects on the unit employees of the sale of the Respondent's rolling division and its steel warehouse.

(e) Pay limited backpay to the unit employees in the manner set forth in the remedy section of this decision.

(f) Continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement with respect to the selection of the following senior employees for layoff from the rolling division: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, and James Patrick, and permit these employees to bump less senior employees in the warehouse, pursuant to article VI of the agreement.

(g) Continue in effect all the terms and conditions of the 1999–2002 agreement with respect to the selection of the following senior employees for layoff from the steel warehouse: James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams, and permit these employees to bump less senior employees in the warehouse, pursuant to article VI of the agreement.

(h) Within 14 days from the date of this Order, offer Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, and Paul Sneed full reinstatement to their former jobs or, if those jobs no

longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(i) Make Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, and Paul Sneed whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, less interim earnings, plus interest, in the manner set forth in the remedy section of the decision.

(j) Within 14 days from the date of this Order, remove from its files any reference to the unlawful layoffs, and within 3 days thereafter notify the employees in writing that this has been done and that the layoffs will not be used against them in any way.

(k) Continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by: (1) permitting the Union to submit to arbitration grievances concerning the Respondent's actions regarding the layoffs of employees Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams and its refusal to let these employees bump less senior employees in the warehouse; (2) paying vacation pay and severance pay to unit employees; (3) granting the required wage increases to unit employees; and (4) paying the required Christmas bonuses to unit employees.

(l) Furnish to the Union in a timely manner the information requested by the Union on November 10, 1999.

(m) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(n) Within 14 days after service by the Region, duplicate and mail, at its own expense, and after being signed by the Respondent's authorized representative, signed and dated copies of the attached notice marked "Appendix"<sup>3</sup> to the Union and to all current and former unit employees.

(o) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. August 10, 2000

John C. Truesdale,

Chairman

<sup>3</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

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Peter J. Hurtgen,	Member
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J. Robert Brame III,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD

## APPENDIX

## NOTICE TO EMPLOYEES

## POSTED BY ORDER OF THE

## NATIONAL LABOR RELATIONS BOARD

## An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT lay off our employees because they engage in union and protected concerted activity.

WE WILL NOT fail to bargain collectively with the Union about the effects on our unit employees of the sale of our rolling division and our steel warehouse.

WE WILL NOT fail and refuse to give timely notice to the Union about the sale of our business and the layoff of unit employees.

WE WILL NOT fail to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by selecting the following senior employees for layoff: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams; refusing to permit these employees to bump less senior employees in the warehouse, and thereby abrogating material portions of article VI of the agreement, and refusing to permit the Union to submit to arbitration grievances concerning our actions regarding these layoffs thereby abrogating material portions of article XIII of the agreement.

WE WILL NOT fail to continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by refusing pay vacation pay and severance pay thereby abrogating material portions of articles XI and XVII of the agreement, refusing to grant wage increases thereby abrogating material portions of article IX of the agreement, and not paying the Christmas bonuses thereby abrogating material portions of article XI of the agreement.

WE WILL NOT fail to provide the Union necessary and relevant information, on request.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of the Board's order, offer Chester Williams full reinstatement to his former job or, if that job no longer exists, to a substan-

tially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Chester Williams whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, less interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful layoff of Chester Williams, and within 3 days thereafter notify him in writing that this has been done and that the layoff will not be used against him in any way.

WE WILL, on request, bargain with the Union concerning the effects on the unit employees of the sale of our rolling division on or about August 17, 1999, the sale or closure of our steel warehouse on or about December 7, 1999, and the lay-off of certain unit employees.

WE WILL pay limited backpay to the unit employees in connection with our failure to bargain with the Union over the sale of our business.

WE WILL continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement with respect to the selection of the following senior employees for layoff: Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, Paul Sneed, and Chester Williams; and permit these employees to bump less senior employees in the warehouse, pursuant to article VI of the agreement.

WE WILL, within 14 days from the date of the Board's Order, offer Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, and Paul Sneed full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Richard Calvert, Leon Johnson, Raymond Mooney, James Parker, James Patrick, James Bryg, George Delarber, Hubert Miles, Marvin Rowlett, and Paul Sneed whole for any loss of earnings and other benefits suffered as a result of their unlawful lay-offs, less interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful layoffs, and within 3 days thereafter, notify these employees in writing that this has been done and that the layoffs will not be used against them in any way.

WE WILL continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by permitting the Union to submit to arbitration grievances concerning the Respondent's actions regarding the layoffs, pursuant to article XIII of the agreement.

WE WILL continue in effect all the terms and conditions of the 1999–2002 collective-bargaining agreement by granting vacation pay and severance pay to unit employees, pursuant to articles XI and XVII of the agreement,

granting the required wage increases to unit employees, pursuant to article IX of the agreement, and paying required Christmas bonuses to unit employees pursuant to article XI of the agreement.

WE WILL furnish to the Union in a timely manner the information requested by the Union on November 10, 1999.

RICHARDS AND CONOVER STEEL COMPANY